

1
2
3 UNITED STATES DISTRICT COURT
4 WESTERN DISTRICT OF WASHINGTON
5 AT SEATTLE

6 ADASHA TURNER,

7 Plaintiff,

8 v.

9 LIFE INSURANCE COMPANY OF
10 NORTH AMERICA,

Defendant.

C17-1 TSZ

MINUTE ORDER

11 The following Minute Order is made by direction of the Court, the Honorable
12 Thomas S. Zilly, United States District Judge:

13 (1) Defendant's motion for protective order, docket no. 22, is GRANTED in
14 part and DENIED in part, as follows:

15 (a) The limited discovery permitted in Paragraph 1(b)(i) of the Minute
16 Order dated July 12, 2017, docket no. 17, is AMENDED as follows: Within
17 fourteen (14) days of the date of this Minute Order, defendant shall, with respect
18 to Drs. S. Rebecca Gliksman, Sami Kamjoo, Joseph Rea, and Jacqueline W.L.
19 Wong, for the years 2014 and 2015, indicate (A) whether any of these doctors
20 receive compensation in the form of bonuses, financial incentives, or the like that
depend on or correlate with the substance of their opinions and/or reports, and if
so, how much in bonuses, incentives, or the like each such doctor received per
year, (B) the number of reviews per year each of these doctors conducted for
defendant, and (C) the total amount paid per year to Exam Coordinators Network,
Inc. ("ECN") and/or Medical Consultants Network, LLC ("MCN") for reviews
conducted by these doctors.¹

21 ¹ Defendant Life Insurance Company of North America ("LINA") asserts that it does not
22 maintain electronically-searchable records concerning which doctors have conducted reviews.
23 See Downey Decl. (docket no. 23); Downey 2d Decl. (docket no. 28). The documents produced
to plaintiff, however, pursuant to Paragraph 1(b)(ii) of the Minute Order dated July 12, 2017,
docket no. 17, see Ex. A to Denton Decl. (docket no. 24), indicate that the identity of the

1 (b) Except as GRANTED as indicated in Paragraph 1(a), above,
2 defendant's motion for protective order is DENIED.

3 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of
4 record.

5 Dated this 13th day of September, 2017.

6 William M. McCool
7 Clerk

8 s/Karen Dews
9 Deputy Clerk

10
11
12
13
14
15
16 reviewer is included in each vendor's invoices, and LINA has offered no business reason for
17 choosing not to log such important information in its databases, particularly in light of previous
18 decisions requiring similar discovery. *See Anderson v. Life Ins. Co. of N. Am.*, 2012 WL
19 1884382 at *3 (D. Utah May 22, 2012) (observing that LINA's choice "not to maintain a
20 database in this age of technology cannot excuse it from discovery requests" and ordering LINA
21 to provide the number of claims reviewed by a particular physician during the previous five
22 years involving certain grounds for obtaining benefits); *Hall v. Life Ins. Co. of N. Am.*, 265
23 F.R.D. 356 (N.D. Ill. 2010) (directing LINA to provide, for the past five years, the number of
claims reviewed by and the amounts paid to the medical or vocational professionals who offered
opinions regarding the plaintiff's claim). The Court is satisfied that requiring LINA to disclose
"batting average" statistics (*i.e.*, the percentage of claims that were denied by defendant in which
one of the doctors at issue conducted a review), would be disproportionate to the needs of the
case, yielding virtually useless information, the benefit of which would be greatly outweighed by
the expense of production. *See Atkins v. UPMC Healthcare Benefits Trust*, 2014 WL 1572439 at
*3 (W.D. Pa. Apr. 17, 2014); *Warner v. Unum Life Ins. Co. of Am.*, 2013 WL 3874060 at *6-*7
(N.D. Ill. July 26, 2013); *see also* Fed. R. Civ. P. 26(b)(1).